

**Request for Qualifications (RFQ) to provide
Transitional Recovery Home Services for the
Suffolk County Department of Social Services (DSS)**

Advertised/Issue Date: May 29, 2014

Technical Questions Due: June 12, 2014

Must be submitted in writing (email preferred) to the contact person listed below

Proposer's Conference (Non-mandatory): June 26, 2014, at 10 a.m.

**At Suffolk County Department of Social Services, 3085 Veterans Memorial Highway, Ronkonkoma,
New York 11779**

Responses must be received no later than July 24, 2014

Number of copies of Responses to be submitted: One original plus six (6) copies

**RFQ issued by the County of Suffolk
Suffolk County Department of Social Services
Contracts Unit
Post Office Box 18100
Hauppauge, New York 11788-8900**

For additional information, contact:

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Contracts Unit**

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All packages containing Responses must clearly state the RFQ No. (located on upper right hand corner of this page) on each outer mailing envelope or packing box.

**Responses should be submitted in a tabbed and labeled binder, not permanently bound
Transmittal letter and all required forms should be placed in First Tab of Binder**

The Original Response and also each required copy must be clearly marked with the RFQ No. on the outer binder or cover page. The Original Response must be labeled "Original" and must contain the original, ink-signed transmittal letter, in addition to your Response.

All extra sets must be photocopies of the ENTIRE original Response submitted, including the transmittal letter.

Do NOT return this RFQ document or the sample "Model Contract." Keep them for your reference.

Late Responses Will Be REJECTED

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Section I Administrative Information

1. Purpose of RFQ

The County of Suffolk ("County"), acting through its duly constituted Suffolk County Department of Social Services ("Department") invites responses ("Responses") from qualified responders ("Responders") for **Transitional Recovery Home Services ("Services")** to be delivered, on a pilot basis, to eligible adult individuals in recovery from alcohol and/or substance abuse.

The Department is seeking to qualify a number of responders to operate Recovery Homes with each such home capable of serving a number of eligible single individuals. During the pilot period, the total number of Recovery Home beds to be occupied at any time by DSS clients receiving the enhanced Recovery Home Rate shall be limited to forty-five (45) across all qualified Recovery Homes. Only qualified providers will receive referrals from the Department and be eligible for the enhanced Recovery Home Rate, reflecting the additional services provided.

NOTE: Only those clients who have resided in Suffolk County for a minimum of 6 months and meet the eligibility criteria for Temporary Assistance will be eligible for rental assistance up to the specified enhanced rate while residing in a qualified Recovery Home.

NOTE: Recovery Homes may house private-paying adult individuals who are in recovery in addition to DSS subsidized clients providing that the rates charged for DSS subsidized clients do NOT exceed the rates charged to private paying adult individuals.

2. Coordination

- a. The Department's Contracts Unit is responsible for coordinating the issuance of this RFQ. The name of the Department's primary contact for this RFQ is set forth on page one of this RFQ.
- b. The Department will be responsible for coordinating with the Suffolk County Attorney's office and Responder(s) regarding negotiation and execution of contract(s).
- c. The Department will be responsible for administration of the Responder's contract.

3. Background Information

- a. Suffolk County, with a population of 1.5 million, is Long Island's eastern-most County. The County covers an area of approximately 900 square miles, 20 miles at its widest part and approximately 86 miles in length.
- b. The County of Suffolk is a municipal corporation of the State of New York with an annual operating budget of approximately \$2.6 billion. The County employs approximately 12,000 employees, with main offices located in Hauppauge, Yaphank, Riverhead, and several smaller locations.

4. Evaluation Committee and Award of Contract

The RFQ Evaluation Committee will include representatives of the Department. The Suffolk County Department of Law acts as counsel to the Evaluation Committee, but does not vote in the selection process. The award of any contract will be made in the best interest of the County.

5. Questions and Comments

a. Administrative Questions

Administrative questions (e.g. procedural questions on how to respond to this RFQ) may be submitted by telephone or in writing (fax/e-mail acceptable) to the contact person listed on page one of this RFQ.

b. Technical Questions

Technical questions (questions which are specific to the service requested in this RFQ) must be submitted in writing (fax/email acceptable) on or before the date set forth on page one of this RFQ, to the attention of the contact person listed on page one of this RFQ. Responses to such technical questions will be developed by the Department and issued in the form of an Addendum to this RFQ.

c. Contracts Unit is Contact during RFQ Issuance Process

No questions or comments should be directed to any County employee or any consultant to the County regarding this RFQ during the RFQ process, except as set forth in sub-paragraphs 5.a and 5.b above or as may be requested or permitted by the Department and/or the Suffolk County Department of Law. Failure to comply may result in disqualification.

6. Due Date for Responses

- a. Responses must be submitted to the attention of the contact person listed on page one of this RFQ. Responses must be post marked by the time and date set forth on page one of this RFQ.
- b. In the interest of fairness to all participants, no extensions or exceptions will be permitted, unless issued as an Addendum to this RFQ and applicable to all Responders.

7. Number of Copies of Response

One original and six (6) copies are required for each of the following:

- a. Responder Profile Requirement (Section II of RFQ); and
- b. Technical Response Requirements (Section III of the RFQ).

Do not submit Responses that are permanently bound.

8. RFQ Policies and Procedures

- a. It is the County's intent to select those qualified Responder(s) which shall satisfy the needs of the Department.
- b. The contract will be in the general format set forth in the Section entitled "Model Contract," but will be subject to final contract negotiations.
- c. This RFQ is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any Response or to procure or contract for any services.
- d. The decision to award a contract shall be based on the ability of the Responder to provide quality and needed services and to comply with all applicable laws, rules, and regulations.
- e. The award of any contract will be made in the best interest of the County.
- f. Each Response will be examined to determine whether it is responsive to the requirements of this RFQ. All Responses will be evaluated in accordance with the above criteria.
- g. While the County is under no obligation to contact Responders for clarifications, it reserves the right to do so. Depending on the number and quality of the Responses submitted, the County, at the sole discretion of the Evaluation Committee, may elect to interview all or some of the Responders during the selection process and to request presentations.
- h. Response to Questions set forth in the RFQ Section II, entitled "Responder Profile" will be used in the Department's evaluation of the Responder's general qualifications.

9. RFQ Posted On Department Website

Copies of this RFQ are available on-line at the Department's website
<http://suffolkcountyny.gov/departments/socialservices.aspx>

10. Reservation of Rights

The County expressly reserves the right to:

- a. Reject or cancel any or all responses or any part thereof submitted in response to this RFQ;
- b. Withdraw the RFQ at any time, at the County's sole discretion;
- c. Disqualify any Responder whose conduct and/or Response fails to conform to the requirements of the RFQ;
- d. Use Response information obtained through site visits, management interviews, and the County's investigation of a Responder's qualifications, experience, ability or financial standing, and any material or information submitted by the Responder in response to the County request for clarifying information in the course of evaluation and/or selection under this RFQ;

- e. Prior to Bid opening, amend the RFQ specifications to correct errors, or oversights, define, modify, and clarify requirements as necessary to meet department needs, and supply additional information as may become available;
- f. Prior to Bid opening, direct Responders to submit Response modifications addressing subsequent RFQ amendments;
- g. Change any of the dates concerning the RFQ award schedule;
- h. Eliminate any mandatory, not-material specification that cannot be complied with by all of the prospective Responders;
- i. Waive any requirements that are not material;
- j. Award negotiated contracts to one or more Responders, for any or all parts of a Response;
- k. Negotiate with the successful Responder(s) within the scope of the RFQ, in the best interest of the County;
- l. Conduct contract negotiations with the next responsible Responder should the County be unsuccessful in negotiations with the selected Responder;
- m. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Response and/or to determine a Responder's compliance with the requirements of the RFQ.

11. RFQ Response Format

The following materials are required to be received by the County, by the Response Due Date set forth on the first page of this RFQ. The topics listed under these general headings are minimum standards and should not be viewed as limitations to the information provided by the Responder in response to this RFQ.

a. Transmittal Letter (one original plus number of copies listed on page one.

A transmittal letter is a letter on the Responder's stationery. A corporate officer or an authorized agent of the Responder must sign the transmittal letter. The transmittal letter must state the name of the contact person who will be responsible for answering all questions of the RFQ Evaluation Committee. Include the telephone number, fax number, and email address for such contact person.

b. Required Forms

i. Disqualification of Non-responsible Bidders (LL 52-2012 Form) (2 pages)

LL 52-2012 Form is included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

ii. **Suffolk County Form 22 -- Contractor's/Vendor's Public Disclosure Statement (2 pages)**

SCEX Form 22 is included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

A corporate officer, or an authorized agent of the Proposer, must sign one (1) original of form and have it notarized.

Please note that any Proposers who are not-for-profit corporations are not required to complete this form.

iii. **Non-Collusive Offer Certification (FTS Form) (1 page)**

FTS Form is included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

iv. **Lawful Hiring Forms (LHE-1 and LHE-2 Forms) (2 pages)**

These forms are included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

The Labor Department's Lawful Hiring of Employees Unit may be reached at (631) 853-3808 for specific questions.

v. **Living Wage Forms (LW-1 and LW-38 Forms) (2 pages)**

These forms are included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

If you answer yes to LW-38, then you MUST answer questions 12 and 13 on LW 1 form.

The Labor Department's Living Wage Unit may be reached at (631) 853-3808 for specific questions.

vi. **Suffolk County Union Organizing Certification/Declaration (LO1 Form) (2 pages)**

LO1 Form is included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

(Note: this Form will be required only from the Apparent Successful Proposer)

vii. **Contractor's Statement of Applicability of Local Preference Law – Section A4-13 of the Suffolk County Administrative Code (Local Preference Law)**

Local Preference Law - Section A4-13 of the Suffolk County Administrative Code establishes a preference program for Suffolk County consulting contracts. This preference program requires all contracts for professional consulting services (engineering, architectural, planning, legal, and accounting, etc.) to be awarded to

firms located and doing business within Suffolk or Nassau County, except where no local consultant has the necessary expertise or credentials to provide the needed service, or where the local consultant's response to a Request for Proposals (RFP) exceeds the otherwise lowest response by more than 10%. The local law contains specific definitions and language relative to application of this law which interested parties should review. The laws of Suffolk County are available free of charge at <http://legis.suffolkcountyny.gov/> under the "Search the Laws of Suffolk County" tab.

If applicable, include a statement with the Proposal asserting the applicability of the Local Preference Law. The statement must include the reasons for assertion of the applicability of the Local Preference Law.

c. Responder's Profile/Response to Questions set forth in the RFQ Section II, entitled "Responder Profile"

This section will be used in the Department's evaluation of the Responder's general qualifications.

d. Responder's Proposed Technical Services to items set forth in the RFQ Section III, entitled "Technical Services Requirements"

This section will be used in the Department's evaluation of the Responder's proposed technical services.

e. List (if applicable) of Subcontractors

Identify all subcontractors the Contractor plans to use and the function for which such subcontractors will be responsible. Provide qualifications, including prior relevant experience, for all subcontractors anticipated to be used (Reference Section III).

Subcontractors must complete all County forms listed above in paragraph 11(b).

Subcontractors must respond to all questions set forth in the RFQ Section entitled "Responder Profile." This includes financial statements.

Subcontractors must respond to all requirements, to the extent such requirements are applicable to the services they will be providing, set forth in the RFQ Section entitled "Technical Requirements."

Failure to include this information in the Response may be grounds for disqualification.

f. Conflict of Interest

Responders must disclose to the County the existence of any conflicts of interests, whether existing or potential. If none exist, state so. Responses shall disclose:

- i. Any material financial relationships that the Responder or any employee of the Proposer has that may create a conflict of interest in acting as a Contractor for Suffolk County.

- ii. Any family relationship that the Responder or any employee of the Responder has with any County employee that may create a conflict of interest or the appearance of a conflict of interest acting as a Contractor for Suffolk County.
- iii. Any other matter that the Responder believes may create a conflict of interest or the appearance of a conflict of interest acting as a Contractor for Suffolk County.
- g. Responses shall be prepared avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. Each submission within a Response shall clearly identify the section and paragraph number from the RFQ to which it responds.

12. Award Criteria

- | | |
|---|-------------------|
| a. General Qualifications:
Responder's history, expertise, experience, reliability, financial viability, and references.
See RFQ Section II, entitled "Responder's Profile" for specific requirements. | 40 points |
| b. Technical Services Requirements:
Strategies, methodologies, services offered by Responder. See RFQ Section III, entitled "Technical Services Requirements" for specific requirements. | 60 points |
| Total | 100 points |

13. Contract Terms and Conditions

- a. Reference is made to the Model Contract set forth in Section V. The Model Contract is included to illustrate general terms and conditions, including indemnification and insurance, which will be included in the contract when executed. The Responder should not return the Model Contract with the Response.
- b. If the Responder has a concern or question regarding any of the terms and conditions included in the Model Contract, the Responder should note such concerns or questions in the Response. The Response must identify any items relating to the Model Contract that the Responder requests be negotiated.
- c. The Model Contract is subject to revision arising out of the terms and conditions imposed by law and/or deemed appropriate by the County Attorney's Office.
- d. Portions of the Response, as may be subsequently modified in negotiations with the County, may be included as exhibits in any contracts that the County may execute with the Responder.
- e. The County will execute a contract with principal contractors only. Any arrangements, including fee arrangements, partnerships, or collaborations between the principal contractor

and subcontractors that provide services as part of the Response, must be fully disclosed in the Response.

14. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003

Responders are advised that the efficient, timely, and nondisruptive provision of goods and services is a paramount financial interest of the County and, as such, the County requires the potential Contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes, including but not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, nonintimidation agreements, and reasonable access agreements.

15. Non-Responsible Bidder

It shall be the duty of the Proposer to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

The Proposer certifies that it has complied with the disclosure requirements under section 189-7 of the Suffolk Code, it is in compliance with all applicable licensing laws, and that it either has not engaged in a prohibited act covered under section 189-5 of the Suffolk County Code or is otherwise exempt from the provisions of Article II of Chapter 189 of the Suffolk County Code under section 189-9.

This certification shall be set forth on the LL52-2012 Form "Disqualification of Non-Responsible Bidder."

16. Effective Period of Response

All responses must state the period for which the response shall remain in effect (i.e., how much time the County has to accept or reject the response under the terms offered). Such period shall not be less than 180 days from the Response due date.

17. NYS Freedom of Information Law (FOIL)

All Responses for the County's consideration will be held in confidence pending final execution of the contract(s) unless disclosure is required by law or judicial order. However, fully executed contracts are subject to the New York State Freedom of Information Law (FOIL), codified at Public Officers Law Article 6. Therefore, if a Responder believes that any information in its submission constitutes a trade secret or is otherwise information which, if disclosed, would cause substantial injury to the competitive position of the Responder's enterprise, and the Responder wishes such information to be withheld if requested pursuant to FOIL, the Responder shall submit with its Response a separate letter addressed to the primary contact referenced in this RFQ, specifically identifying the page number(s), line(s) or other appropriate designation(s) of the Response containing such information, explaining in detail why such information is a trade secret or is other information, which if disclosed would cause substantial injury to the competitive position of the Responder's enterprise, and formally requesting that such information be kept confidential. Failure by a Responder to submit such a letter with its submission will constitute a waiver by the Responder of any interest in seeking exemption of this information under Article 6 of the Public Officers' Law relating to protection of trade secrets. The proprietary nature of the information designated confidential by the Responder may be subject to

disclosure if it is requested and the County deems it subject to disclosure or if ordered by a court of competent jurisdiction. A request that an entire Response be kept confidential may not be considered reasonable since a Response cannot reasonably consist of all data exempt from FOIL.

End of Text for Section I

Section II Responder Profile

1. General Information

- a. Full legal name and address (physical address and mailing address, if different).
- b. Year founded and history.
- c. Total number of employees.
- d. Location(s) from which services will be performed.
- e. Submit a copy of your New York State, Department of State, Division of Corporations filing receipt indicating incorporation as a not-for profit organization.
- f. Contact person and title.

2. Responder's History

- a. Describe other projects involving similar services. Outline your experience in the provision of such similar services, including the client population served and the length of time of providing such services.
- b. Responders must demonstrate that they have the necessary expertise to provide the required services. Each Responder should describe in detail the relevant expertise it has in providing the services required. The description should include but need not be limited to:
 - i. a brief description of the services it provides;
 - ii. the number of years it has provided the service;

3. Qualifications and Experience of Personnel

- a. Provide resumes of the project director and other key staff who will be assigned to this service. Describe the qualifications and background of your staff, insofar as they relate to this service (e.g., education, experience).
- b. Will temporary staff also be involved? If so, include details of their supervision and training.
- c. If any staff will receive compensation in addition to, or instead of, wages for services provided (for example, room and board), please describe the compensation package.
- d. In addition, Suffolk County may make such investigations as it deems necessary to determine the ability of the Responder to perform the work. The Responder shall furnish to the County, within five (5) business days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Response if the information submitted by, or investigation of such Responder fails to satisfy the County that such Responder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Responses will not be accepted.

4. Financial Viability

a. Financial Statements – Mandatory for Nongovernmental Agencies

Requirement specifications:

- i. Current financial statement (if current year not available previous calendar year acceptable) prepared and certified by an Independent Certified Public Accountant (CPA) to include:
 - o Balance Sheet
 - o Income Statement
 - o Cash Flow Projection
 - o Opinion Letter
- ii. If independently audited financial statement is not available, the most current in-house Company statement to include
 - o Balance Sheet
 - o Income Statement
 - o Cash Flow Projection
 - o Financial Statement to be signed by one of the following attesting to the accuracy of the statement:
 - Chief Executive Officer (CEO)/Chief Financial Officer (CFO)/Chief Operating Officer (COO)
- iii. Failure to submit complete, comprehensive documents may result in disqualification for consideration of an award.

b. Indebtedness to County, Liens and Litigation

Submit the following:

- i. statement as to indebtedness, if any, to the County; and
- ii. a listing of all outstanding liens, if any, against the Responder; and
- iii. a summary of litigation, if any, against the Responder and outcome or its disposition of such litigation.

c. Statement Regarding Bankruptcy

Include a statement disclosing any bankruptcy(ies) filed within the last seven (7) years. The statement must include the date the bankruptcy was originally filed, the current status, and, if applicable, the date the bankruptcy was discharged.

5. Services History

Provide a list of all clients (agencies only, both government and non-government), for whom you have provided similar services within the last three years. For each client provide the following:

- a. Agency name; and
- b. Agency address; and
- c. Contact name, title, and telephone number; and
- d. Description of services provided and time period.

6. References

From the list provided in response to paragraph 5, entitled "Client History", provide three agency references for which you have provided services (current governmental or quasi-governmental agencies preferred). Provide name of the organization, services, contact name and telephone number.

7. Other Contracts with the County

Provide a list of all contracts with the County of Suffolk within the last five years (regardless of type of service) and the time period for those services.

8. Conflicts of Interest and/or Potential Conflicts of Interest

a. Relationships with Third Parties

Any Responder to the County of Suffolk is charged with the continuing duty to disclose to the County the existence of any interests it may have, contractual or otherwise, ongoing or previous, with any companies or individuals with whom the County of Suffolk does business with respect to the services required by this RFQ. This duty continues for so long as the Responder is retained on behalf of the County or its employees.

b. Relationships with County Departments/Agencies/Employees

Any Responder to the County of Suffolk is charged with the continuing duty to disclose to the County the existence of any interests it may have, contractual or otherwise, ongoing or previous, with any County department, agency or employee. This duty continues for so long as the Responder is retained on behalf of the County or its employees.

9. Subcontractors

If you intend to use the services of a subcontractor, please provide all of the above information in this Section for each such subcontractor.

Note that the County must pre-approve the use of any subcontractors.

End of Text for Section II

Section III Technical Services Requirements

1. Background Information and Overview

In an effort to provide safe and supportive housing for people in recovery from alcohol and substance abuse, the Suffolk County Legislature has mandated that the Department establish a program to certify qualified providers of Recovery Home Services. Only these qualified providers will receive referrals from Suffolk County Department of Social Services (DSS), and be eligible for an enhanced rate, reflecting their additional services.

2. Services Covered by this RFQ

The Department invites responses from qualified Responders interested in providing Recovery Home Services ("Services"). Responders must describe their plan to deliver Recovery Home Services.

3. Recovery Home Site Requirements

For each proposed Recovery Home site, submit the following:

- a. Recovery Home name (if one has been assigned), the type of unit (house, apartment, condominium, etc.), and the street address, city and town of each proposed Recovery Home.

Note: Geographic location will be considered to ensure a distribution of Recovery Homes that will satisfy the needs of the County and its Department of Social Services.

Note: The Department of Social Services or its designee reserves the right to conduct an inspection of each proposed Recovery home.
- b. Identify the Contractor's current level of site control of each proposed Recovery Home.

Note: The Department of Social Services reserves the right to award contracts to Contractors who demonstrate site control in Suffolk County. Contractors who cannot demonstrate immediate and substantial site control in Suffolk County should describe their plans, including timetable, to acquire site control in Suffolk County.
- c. Provide for each Recovery Home site for which you have site control:
 - i. A floor plan of each proposed Recovery Home drawn to scale on graph paper, which identifies by name all rooms in the home and their dimensions, including ceiling height, size and location of doors and windows and location of appliances and plumbing;
 - ii. A written list of the bedrooms in the home, including square footage and number of doors and windows in each bedroom;
 - iii. A minimum of one 3" x 5" photograph of the exterior of each proposed single family house and the exterior of the condominium or apartment complex in which the proposed Recovery Home is located. Additional exterior and interior photographs may be submitted, at the Responder's option.
- d. Describe the population to be served in each proposed Recovery Home, specifying:
 - i. Whether there are any restrictions on who may reside in each proposed Recovery home (for example, sex or age restrictions). Specify whether a proposed Recovery home is handicapped accessible or not.

- ii. The maximum number of residents to be housed in each proposed Recovery Home.
- iii. Whether occupancy of each proposed Recovery Home will be limited to DSS subsidized clients or will include a mix of DSS subsidized clients and private-paying residents. If there will be private-paying residents, specify the rent amount to be paid by the private-paying residents.

Note: The rent paid by DSS subsidized clients CANNOT exceed the lowest rent amount charged to a private-paying resident.

- e. Describe the plan to provide the following in each proposed Recovery Home:
 - i. A secure environment including controlling access to the residence and general surveillance of the grounds and clients to prevent theft and resident harm;
 - ii. Bedrooms or defined sleeping areas;
 - iii. Food storage and cooking facilities for, or access to, three nutritious meals daily.
 - iv. Conducting and supervising periodic fire drills, posting evacuation plans on each floor and ensuring that staff and residents know their responsibilities pursuant to the evacuation plan.
 - v. Providing appropriately furnished Recovery Homes that shall accommodate the needs of the clients.

4. Contractor Qualifications

Responder should submit, at a minimum, the following, to demonstrate its qualifications to provide the required services:

- a. Proof of incorporation as a not-for-profit entity.
- b. A statement or brief history of your organization, demonstrating either:
 - i. a history of directly operating housing that promotes an alcohol and drug free lifestyle; or
 - ii. an understanding of Recovery housing issues.
- c. A statement indicating that your agency will comply with all Federal, State and local building codes and ordinances;
- d. A statement indicating that your agency will comply with background checks of staff including, but not limited to, criminal history and fingerprinting;
- e. A statement indicating that your agency will provide only one type of living arrangement, either room-and-board, or room-with-kitchen-privileges, at each site;
- f. A statement indicating that your agency will abide by written standards developed by the Suffolk County Sober Home Oversight Board (see Section III-A below);
- g. A statement indicating that your agency will cooperate with unannounced inspections of the premises by DSS and other County Departments or other authorized agencies to ensure compliance with the services and qualifications contained within this RFQ;
- h. A statement describing your agency's plan to provide the services required by this RFQ including, but not limited to, the following:

- i. Providing an alcohol and drug free residence for unrelated adults who are recovering from drug and/or alcohol addictions;
- ii. Monitoring alcohol and/or substance abuse treatment, self-help participation and/or abstinence for residents of the facility;
- iii. Coordinating and communicating with the Suffolk County Department of Social Services, primary treatment facility and Industrial Medicine Associates (IMA/SAAM), if appropriate, regarding referrals, treatment compliance and progress of residents;
- iv. Demonstrating a clear written policy regarding alcohol and drug usage on-site and off-site. Demonstrating a clear written policy regarding smoking;
- v. Having a formal plan in place for supervision of residence at all times when residents are on site;
- vi. Having a formal plan in place for the handling of residents' prescribed medications;
- vii. Describing evening curfew hours;
- viii. Providing common living space for residents for the purpose of promoting abstinence, recreation, governance of house rules and a support network;
- ix. Providing in-house rules and regulations relative to the health and safety of the residents and staff which shall be in written form and prominently displayed;
- x. Having a formal policy in place regarding whether residents may have guests / visitors in the Recovery Home including specific provisions for minor children. Describe any restrictions regarding when and where visits may take place;
- xi. Having a formal policy for handling and documenting client emergencies, including arranging for medical care or other emergency services;
- xii. Maintaining each Recovery Home residence consistent with the surrounding community standards;
- xiii. Addressing how residents will transition to independent living in permanent housing;
- xiv. Describing any supportive services to be provided to residents including transportation, information and referral, etc.
- xv. Addressing how referrals to higher levels of care will be made to transition clients who are discharged due to non-compliance into another setting.
- xvi. Addressing the process/procedures for addressing client non-compliance, relapses, etc.

5. Contract Term

The Department is seeking to award contracts to successful Responders for a period of three (3) years plus two (2) one-year options to renew at the County's discretion.

End of Text for Section III

**Section III-A
Recovery Home Standards
as promulgated by the
Suffolk County Sober Home Oversight Board**

1. Property

- a. Facility will meet all applicable local requirements of fire and building departments; zoning authorities; city or county ordinances; state departments of public health, welfare, and licensure; and federal regulations, sanitary code and laws.
- b. At a minimum, each residence will have smoke detectors, fire extinguishers and exit signs. There will be one smoke detector and carbon monoxide monitor in the living area and at least one fire extinguisher per floor mounted and with signage. There must be a minimum of two exit signs per home showing two ways of egress.
- c. Facility will maintain documentation of proper maintenance of smoke detectors, fire extinguishers and exit signs. Smoke detectors will be checked monthly, fire extinguishers will be inspected annually.
- d. Municipal licenses, certificates of occupancy and other documents will be visible for public view.
- e. The interior and exterior of the home will be well maintained, without obvious need for repair or maintenance.
- f. Each residential unit will provide a home-like atmosphere that includes reasonable storage accommodations for each resident, a comfortable living area, and separate dining and sleeping spaces.
- g. The facility will comply with the New York State Division of Building Standards and Codes (BSC).
- h. The facility will have one sink, toilet and shower per every eight residents, unless a greater number of sinks, toilets and/or showers is otherwise specified by a governing municipality.
- i. There will be adequate space available for group meetings and fellowship gatherings.
- j. The home will be located within 1 mile of public transportation and schedules will be provided, especially in cases where transportation to treatment is not provided.

2. Safety

- a. The facility will prohibit firearms and other weapons, alcohol, illegal drugs, illegal activities and violence.
- b. Each new resident and, if available, at least one of their significant others, shall receive written instructions on emergency procedures and staff contact information.
- c. There will be at least one telephone available to residents; emergency contact numbers will be posted in conspicuous locations.
- d. Each residence must have, at a minimum, smoke detectors, fire extinguishers and exit signs. There will be one smoke detector and carbon monoxide monitor in the living area and at least one fire extinguisher per floor, mounted and with signage. There must be a minimum of two exit signs per home, showing two ways of egress.
- e. Policies and procedures will be in place for the emergency evacuation of residents with disabilities.
- f. A first aid kit will be clearly marked and easily accessible to staff and residents.
- g. The program will have a written policy on the possession, handling and consumption of prescribed medications, over-the-counter drugs, etc.
- h. There will be a written policy regarding guests and visitors, which will include minor children.

3. Health

- a. There will be adequate space and provisions for proper food storage, preparation and disposal of waste.
- b. Residents will have access to either refrigeration for perishable food and access to a working oven and stove to prepare meals, or 3 nutritious meals daily provided by the Recovery Home.
- c. There will be adequate hot water for dishwashing.
- d. Bathrooms will be kept clean and personal privacy will be maintained.

4. Resident Rights & Responsibilities

- a. Written admission and exclusion, discharge and re-admission criteria and procedures will be explained to each resident before or upon admission.
- b. Each resident will receive and sign a written statement of resident rights including, but not limited to, the following: an explanation of all fees, what is included in each fee, who is paying each fee, the Recovery Home's expectations of each resident, and grievance procedures.

5. Management

- a. House managers are required to reside onsite during the overnight period and will be clearly identified by the Contractor to all residents. Their qualifications, credentials, and responsibilities will be clearly delineated in a written job description and submitted to the Department of Social Services Housing Division Administrator and subject to approval by the DSS review committee. The Contractor may also designate an appropriate program resident as a peer to assist the house manager to ensure compliance with house protocols and treatment regimens.
- b. Personnel records will be maintained in accordance with federal, state and local regulations. Records on each full-time, part-time and contract employee will be kept up-to-date and stored in a secure location that is accessible only to authorized staff.
- c. Staff will possess an understanding of addiction and recovery, including core principles and practices of recovery.
- d. Recovery Home will provide staff with sufficient opportunities and incentives to participate in continuing education.
- e. All staff members will be knowledgeable of other community resources/referral sources.
- f. All staff will demonstrate and practice a clear understanding of the confidentiality laws.
- g. Program participants will be allowed to reside in the Transitional Recovery Home for up to 12 months. If a resident has resided in Transitional Recovery Home setting for 12 months, the enhanced monthly shelter rate will no longer apply and the provider will be paid for shelter in accordance with Temporary Assistance shelter guidelines (i.e. \$309 per month). All residents will be re-evaluated six (6) months from their respective admission date.

6. Recovery Support

- a. The facility will have written rules prohibiting the use/possession of drugs and alcohol on premises, and clear consequences for violations (partially stated in paragraphs 2.a. & 2.b.).
- b. The facility will have written rules for off-premises use of drugs and alcohol and policies/procedures related to relapse.
- c. In cases where discharge is warranted, there will be procedures in place for referral to a higher level of care or alternate setting.

End of Text for Section III-A

**Section IV
Compensation**

The County's intent is to pay the Contractor as follows:

- i. Contingent upon the recipient's eligibility for Temporary Assistance, the Contractor shall be paid a monthly rate which will be determined based on approved expenses incurred by qualified Responders in the form of an enhanced shelter rate. This rate will be prorated @ 1/30th of the monthly rate, per day, should a client enter the facility after the first of the month. The monthly rate must be less than the current Congregate Care Level II rate of \$996.00 per month as established by OTDA.
- ii. The County reserves the right to change this payment structure, as it deems appropriate, and shall notify the Responder of such change. The Responder shall advise the County, within 15 calendar days of receiving the notice, if the changes are acceptable. If the Responder does not accept the changes, the Responder shall not be awarded a contract.
- iii. The payment amount is subject to Federal, State and County funding availability and may be adjusted accordingly.

End of Text for Section IV

Section V

Recovery Home Services - Model Agreement

This Agreement is between the **County of Suffolk (County)**, a municipal corporation of the State of New York, acting through its duly constituted **Department of Social Services (Department)**, located at 3085 Veterans Memorial Highway, Ronkonkoma, New York 11779 (Mailing address P. O. Box 18100, Hauppauge, New York 11788-8900), and

@ Provider (Contractor), a New York not-for-profit corporation, having its principal place of business at street address, town, New York zip code.

The parties hereto desire to make available to the County Recovery Home Services for individuals recovering from alcohol and substance abuse.

Term of Agreement: July 1, 2013 through June 30, 2016, with two one-year options to extend the Agreement (through June 30, 2018), at the County's option, unless sooner terminated as set forth in Exhibit I.

Total Cost of Agreement: Shall be on a fee for service basis as provided in Articles I and II.

Terms and Conditions: Shall be as set forth in Articles I and II and Exhibits 1 and 2.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

@ Provider

Signature: _____

Name: _____

Title: _____

Fed. Taxpayer ID # _____

Date: _____

_____, hereby certifies
under penalties of perjury that I am an officer of @
Provider, that I have read and I am familiar with §A5-7 of
Article V of the Suffolk County Code, and that @
Provider meets all requirements to qualify for exemption
thereunder.

Signature _____ Date _____

Approved As To Legality:
Dennis M. Brown,
Acting County Attorney

By: _____
Patricia M. Jordan
Assistant County Attorney

Date: _____

County of Suffolk

By: _____
Dennis M. Cohen
Chief Deputy County Executive

Date: _____

Department of Social Services
Approved:

By: _____
For the Commissioner
Marie N. Buday
Assistant Intergovernmental Relations Coordinator

Date: _____

Recommended:

By: _____
Thomas A. Grecco
Division Administrator
Client Benefits Administration

Date: _____

List of Articles & Exhibits

Article I

A - Description of Services

B - Rate Sheet

Article II

Financial Terms and Conditions

1. Payment
2. Specific Payment Terms and Conditions
3. Agreement Subject to Appropriation of Funds
4. Payments Contingent upon State/Federal Funding
5. Accounting Procedure
6. Audit
7. Comptroller's Rules and Regulations
8. Right to Renegotiate

Exhibit 1

County Terms and Conditions

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2. Meanings of Terms
3. Contractor Responsibilities
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5. Notifications
6. Documentation of Professional Standards
7. Credentialing
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17. Nonsectarian Declaration
18. Governing Law
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21. Cooperation on Claims
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23. Assignment and Subcontracting
24. Changes to Contractor
25. No Intended Third Party Beneficiaries
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29. Arrears to County
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31. Record Retention
32. Notice

Exhibit 2

Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
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7. Child Sexual Abuse Reporting Policy
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10. Youth Sports
11. Work Experience Participation
12. Safeguarding Personal Information of Minors
13. Suffolk County Local Laws Website Address

**Article I-A
Description of Services**

Whereas, local Social Services Districts are authorized to provide Transitional Recovery Home Services (Services) in facilities operated by the Contractor for individuals recovering from alcohol and/or substance abuse; and

Whereas, the Department desires to obtain Transitional Recovery Homes Services, to be rendered to individuals recovering from alcohol and/or substance abuse, who may require supportive services to ensure their continuing recovery; and

Whereas, the County, on behalf of the Department, issued a Request for Qualifications (RFQ No. DSS14/001), advertised May 29, 2014, soliciting proposals for the provision of Transitional Recovery Home Services; and

Whereas, the Contractor participated in the County's RFQ process; and

Whereas, this Agreement was awarded as a result of Suffolk County RFQ No. DSS14/001;

Now therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

Conflicting Provisions

In the event of any conflict between any provision in this Article I and an exhibit to this contract, the exhibit shall prevail unless it is expressly stated in the conflicting provision in this Article I that it shall prevail over the exhibit.

1. Programs Provided by Agency

(Specific to Provider)

2. Agency Name and Address

Contractor Name

Contractor Address

Contractor Phone Number

(Specific to Provider)

3. Program Objectives

To provide safe and supportive transitional housing for people in recovery from alcohol and substance abuse or addiction(s).

4. Services to Be Provided by Agency

Services to be provided will include the technical requirements as specified in Sections III and III-A of the RFQ, are subject to final contract negotiations, and shall include, at a minimum, but are not limited to, the following:

- a. Providing an alcohol and drug free residence for unrelated adults who are recovering from drug and/or alcohol addictions;
- b. Monitoring alcohol and/or substance abuse treatment, self-help participation and/or abstinence for residents of the facility;
- c. Coordinating and communicating with the Suffolk County Department of Social Services, the primary treatment facility and Industrial Medicine Associates (IMA/SAAM), if appropriate, regarding referrals, treatment compliance and progress of residents;
- d. Demonstrating a clear written policy regarding smoking;
- e. Describing evening curfew hours;

- f. Providing common living space for residents for the purpose of promoting abstinence, recreation, governance of house rules and a support network;
- g. Providing in-house rules and regulations relative to the health and safety of the residents and staff which shall be in written form and prominently displayed;
- h. Having a formal policy for handling and documenting client emergencies, including arranging for medical care or other emergency services;
- i. Addressing how residents will transition to independent living in permanent housing;
- j. Describing any supportive services to be provided to residents including transportation, information and referral, etc.

5. List of Locations

EXAMPLE ONLY - Specific to Provider

Site # 1
Name
Address
City, New York, Zip Code

Site # 2
Name
Address
City, New York, Zip Code

6. Persons Served

The above locations will serve adults who are recovering from drug and/or alcohol addictions.

7. Hazardous Substances and Waste

- a. The Contractor shall not generate, treat, release, store, discharge, dispose of, transport, recycle, use, reuse, handle or permit hazardous substances or hazardous waste in or on the facilities and premises without prior permission of the County and all such substances shall be handled in the manner required or recommended by any government or quasi-governmental authority.
- b. This section is not intended and shall not be construed to prohibit the reasonable, legal and proper use and storage of ordinary cleaning solutions and solvents in the ordinary course of Contractor's operations and maintenance of the facilities.
- c. In the event Contractor receives any notice, advice, summons or complaint from any governmental or quasi-governmental Contractor or any other person or entity with regard to health, safety, environment, and hazardous materials on, under or affecting the facilities and/or premises, then Contractor shall immediately notify the Department. Contractor shall conduct, complete and pay for all investigations, studies, sampling, and testing and all remedial, removal, and actions necessary to clean and remove all hazardous material on, under, from or affecting the facilities and/or premises arising from Contractor's or Contractor's agents', servants', contractors' employees' and invitees' acts or omissions in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies.
- d. Contractor shall indemnify, defend and save harmless the Department, the County and its officers, officials, members, employees, agents and invitees from and against all liabilities, obligations, claims, damages, penalties, causes of actions, costs and expenses (including reasonable attorney's fees) whatsoever imposed upon or incurred by or asserted against the Department or County and its officers, officials, members, employees, agents and invitees arising from Contractor's or Contractor's agents', servants', contractors', and invitees' acts or omissions or negligence, by reason of:
 - The presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release, or threatened release of any hazardous material on, under, from or affecting the facilities and/or premises or any other property;

- Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials;
- Any lawsuit brought or threatened or settlement reached, provided, however that Contractor will be given the opportunity, if available with no adverse effect to the County, to contest any such settlement on the grounds therefore with the opposing person or entity, after paying same, or governmental order relating to such hazardous materials; or
- Any violations of laws, ordinances, rules, orders, or regulations which are based upon or any way related to such hazardous materials, health, safety or environment including attorney or Contractor fees, investigation and laboratory fees, court costs, and litigation expenses.

This provision shall survive the termination or expiration of this Agreement.

8. Chemicals and Pesticides

- a. No chemicals, fungicides, herbicides and pesticides shall be applied to the grounds or facility unless the Contractor applies for and receives any necessary exemptions from Suffolk County Code Chapter 380. All notices and reporting requirements shall be adhered to.
- b. Contractor shall keep and maintain detailed records of all chemicals, pesticides, herbicides and fungicides stored and applied to the grounds and/or facilities throughout the term of this Agreement.

9. Fire Safety Standards

- a. The Contractor shall not use or permit the storage of any turpentine, benzene, naphtha or other similar substances or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies licensed to do business in the State of New York, in or on the facilities and premises.
- b. The Contractor agrees to be responsible for the installation, replacement and/or maintenance of smoke alarms, fire suppression systems, fire extinguishers and exit signs in accordance with the rules and regulations of the Suffolk County Department of Fire, Rescue and Emergency Services, at Contractor's sole cost and expense.

10. Inspection of Premises

It is agreed that the facility and grounds may be inspected at any time by the Department, by authorized representatives of the Department, or representatives of the Suffolk County Department of Health Services, the Suffolk County Department of Public Works, or the Suffolk County Department of Fire, Rescue and Emergency Services (FRES). The Contractor agrees that upon notification by the Commissioner that any part of the grounds or facilities thereof is unsatisfactory, Contractor shall, where such condition is caused by Contractor, remedy the same within a reasonable time except in the event of dangerous health and/or safety conditions impacting upon persons or animals which shall be corrected immediately.

11. Recovery Home Standards as promulgated by the Suffolk County Sober Home Oversight Board

The following standards shall be components of the Contractor's compliance with stated aspects of Services provided under this Agreement:

- a. **Property**
 - i. Facility shall meet all applicable local requirements of fire and building departments; zoning authorities; city or county ordinances; state departments of public health, welfare, and licensure; and federal regulations, sanitary code and laws.
 - ii. At a minimum, each residence shall have smoke detectors, fire extinguishers and exit signs. There shall be one smoke detector and carbon monoxide monitor in living area and at least one fire

extinguisher per floor mounted and with signage. There shall be a minimum of two exit signs per home showing two ways of egress.

- iii. Facility shall maintain documentation of proper maintenance of smoke detectors, fire extinguishers and exit signs. Smoke detectors shall be checked monthly, fire extinguishers shall be inspected annually.
 - iv. Municipal licenses, certificates of occupancy and other documents shall be visible for public view.
 - v. The interior and exterior of the home shall be well maintained, without obvious need for repair or maintenance.
 - vi. Each residential unit shall provide a home-like atmosphere that includes reasonable storage accommodations for each resident, a comfortable living area, and separate dining and sleeping spaces.
 - vii. The facility shall comply with the New York State Division of Building Standards and Codes (BSC).
 - viii. The facility shall have one sink, toilet and shower per every eight residents, unless a greater number of sinks, toilets and/or showers is specified otherwise by a governing municipality.
 - ix. There shall be adequate space available for group meetings and fellowship gatherings.
 - x. The home shall be located within 1 mile of public transportation and schedules will be provided, especially in cases where transportation to treatment is not provided.
- b. Safety**
- i. The facility shall prohibit firearms and other weapons, alcohol, illegal drugs, illegal activities and violence.
 - ii. Each new resident and, if available, at least one of their significant others, shall receive written instructions on emergency procedures and staff contact information.
 - iii. There shall be at least one telephone available to residents; emergency contact numbers shall be posted in conspicuous locations.
 - iv. Each residence shall have, at a minimum, smoke detectors, fire extinguishers and exit signs. There shall be one smoke detector and carbon monoxide monitor in the living area and at least one fire extinguisher per floor, mounted and with signage. There shall be a minimum of two exit signs per home, showing two ways of egress.
 - v. Policies and procedures shall be in place for the emergency evacuation of residents with disabilities.
 - vi. A first aid kit shall be clearly marked and easily accessible to staff and residents.
 - vii. The program shall have a written policy on the possession, handling and consumption of prescribed medications, over-the-counter drugs, etc.
 - viii. There shall be a written policy regarding guests and visitors, including for minor children.
- c. Health**
- i. There shall be adequate space and provisions for proper food storage, preparation and disposal of waste.
 - ii. Residents shall have access to either refrigeration for perishable food and access to a working oven and stove to prepare meals, or to 3 nutritious meals daily provided by the Recovery Home.
 - iii. There shall be adequate hot water for dishwashing.
 - iv. Bathroom space shall be adequate for the number of residents housed; bathrooms shall be clean and personal privacy shall be maintained.
- d. Resident Rights & Responsibilities**
- i. Written admission and exclusion, discharge and re-admission criteria and procedures shall be explained to each resident before or upon admission.
 - ii. Each resident shall receive and sign a written statement of resident rights including, but not limited to, the following: an explanation of all fees, what is included in each fee, who is paying each fee, the Recovery Home's expectations of each resident and grievance procedures.

e. Management

- i.** House managers shall be onsite 24/7, and shall be clearly identified to all residents. Their qualifications, credentials, and responsibilities shall be clearly delineated in a written job description and submitted to the Department of Social Services Housing Division Administrator.
- ii.** Personnel records shall be maintained in accordance with federal, state and local regulations. Records on each full-time, part-time and contract employee shall be kept up-to-date and stored in a secure location that is accessible only to authorized staff.
- iii.** Staff shall possess an understanding of addiction and recovery, including core principles and practices of recovery.
- iv.** Recovery Home shall provide staff with sufficient opportunities and incentives to participate in continuing education.
- v.** All staff members shall be knowledgeable of other community resources/referral sources.
- vi.** All staff shall demonstrate and practice a clear understanding of the confidentiality laws.

f. Recovery Support

- i.** The facility shall have written rules prohibiting the use/possession of drugs and alcohol on premises, and clear consequences for violations (partially stated in paragraphs 2.a. & 2.b.).
- ii.** The facility shall have written rules for off-premises use of drugs and alcohol and policies/procedures related to relapse.
- iii.** In cases where discharge is warranted, there shall be procedures in place for referral to a higher level of care or alternate setting.

12. Reports

- a.** The Contractor shall provide written reports as requested by the Department.
- b.** The Contractor shall provide all written policies required by this contract, to the Housing Division Administrator for review, a minimum of three (3) business days prior to the placement of any Department clients at the Recovery Home. These written policies include at a minimum, but are not limited to, the following:
 - In-house rules and regulations related to health and safety of residents and staff;
 - i.** Rules regarding on-site use and possession of drugs and/or alcohol, and consequences for infractions;
 - ii.** Rules regarding off-site use of drugs and/or alcohol, and consequences for infractions;
 - iii.** Emergency procedures and staff contact information;
 - iv.** Policies and procedures for emergency evacuation of residents with disabilities;
 - v.** Job descriptions for house managers;
 - vi.** Visitor/guest policy, particularly regarding minor children.
 - vii.** Discharge procedures for referral to higher level of care or alternate settings.
- c.** In the event that any of the written policies are revised, the Contractor shall provide the revised written policy(ies), to the Housing Division Administrator for review, a minimum of three (3) business days prior to the implementation of the revised policy(ies).

13. Confidentiality

The following provision supersedes paragraph #22, Confidentiality, of Exhibit I.

a. Confidentiality of Records

- i.** The Contractor expressly agrees to preserve the confidentiality of all data and information shared, received, collected, or obtained as a result of this Contract. No disclosure, redisclosure or release of such data or information is to be made, permitted, or encouraged by the Contractor or its officers or

employees, except as expressly authorized by law. It is further understood and agreed that no such data or information is to be used for personal benefit. The Contractor further agrees that its employees shall be specifically instructed in regard to their obligation to keep such data and information in confidence and their liability upon breach of confidentiality to all the penalties prescribed by law.

- ii. The Contractor further agrees to implement such procedures for safeguarding information, as the County shall require. The Contractor further agrees to indemnify and hold the County harmless against any loss, damage, cost or expense arising out of any suit, claim or demand which may be brought or made against the County by reason of a breach of these provisions.
- iii. Any document of the County, or any document created by the Contractor used in rendering the Services, shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and regulations.
- iv. The Contractor must develop and implement policies and practices to ensure the maintenance of confidential individual information.

b. Contractor Responsibilities Regarding AIDS and HIV-Related Information

i. The Contractor agrees to develop and maintain specific procedures ensuring the protection of health history information related to an individual who has been diagnosed as having AIDS or an HIV-related illness or an HIV infection or laboratory tests performed on an individual for HIV-related illness.

ii. The Contractor agrees to ensure that staff, to whom confidential HIV-related information is disclosed as a necessity for providing Services and in accordance with 18 NYCRR 403 and Section 2782 of the Public Health Law, are fully informed of the penalties and fines for redisclosure in violation of State law and regulation.

iii. The Contractor further agrees that any disclosure of confidential HIV-related information shall be accompanied by a written statement as follows:

This information has been disclosed to you from confidential records that are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.

14. Information Access

Subject to any applicable provisions of law or regulations, the Department shall not be denied access to any information, records, or reports that are within the purview of this Agreement.

15. Sole Arbiter

The Contractor is responsible for oversight and supervision of the services. The Department, in its sole discretion, shall determine if the performance standards set by this Contract are being met by the Contractor.

End of Text for Article I-A

**Article I-B
Rate Sheet
Contractor Name**

The Contractor shall be compensated as follows:

Contingent upon the recipient's eligibility for Temporary Assistance, the Contractor shall be paid at the monthly rate listed below, which will be determined based on approved expenses incurred by qualified responders in the form of an enhanced shelter rate. This rate will be prorated @ 1/30th of the monthly rate per day, should a client enter the facility after the first of the month. The monthly rate must be less than the Congregate Care Level II rate (currently \$996.00 per month) as established by OTDA.

If the client enters the Recovery Home after the first of the month, the first month's rate shall be prorated at 1/30th of the monthly rate per day the client is in the Recovery Home. These payments are based upon the client's initial and ongoing eligibility for Temporary Assistance.

Monthly Rate: (specific to Provider)

End of Text for Article I-B

Article II
Financial Terms and Conditions

1. Payment

- a. In consideration of the Contractor's compliance with all of the requirements of this Contract that should have been performed by it at the time of claim submission, the County shall compensate the Contractor at the applicable enhanced shelter rate as set forth in the attached Article I-B entitled, "Rate Sheet", or as may hereafter be modified in writing and agreed upon by both parties.
- b. The Contractor agrees that it shall be entitled to no more than the rates set forth in this Contract for the completion of all work, labor and services contemplated in this Contract.
- c. The acceptance by the Contractor of payment of all billings under this Contract shall operate as and shall be a release to the County from all claims and liability to the Contractor, its successors, legal representatives and assigns, for services rendered under this Contract.

2. Specific Payment Terms and Conditions

a. Duplicate Payments

Payment under this Contract shall not duplicate payment from any other source(s) for Contractor costs and services funded pursuant to this Contract.

b. Equitable Rate

The Contractor shall not charge rates for services to eligible individuals under this Contract that exceed the rates charged to other residents for equal care.

3. Agreement Subject to Appropriation of Funds

- a. The Contract is subject to the amount of funds appropriated each fiscal year and any subsequent modifications thereof by the County Legislature, and no liability shall be incurred by the County beyond the amount of funds appropriated each fiscal year by the County Legislature for the Services.
- b. If the County fails to receive Federal or State funds originally intended to pay for the Services, or to reimburse the County, in whole or in part, for payments made for the Services, the County shall have the sole and exclusive right to:
 - i. determine how to pay for the Services;
 - ii. determine future payments to the Contractor; and
 - iii. determine what amounts, if any, are reimbursable to the County by the Contractor and the terms and conditions under which such reimbursement shall be paid.

4. Payments Contingent upon State/Federal Funding

Payments under the Contract may be subject to and contingent upon continued funding by the state and/or federal government(s). In such event, no payment shall be made until the Consultant submits documentation in the manner and form as shall be required by the state and/or federal government. If late submission of claims precludes the County from claiming state or federal reimbursement, such late claims shall not be honored. If, for any reason, the full amount of such funding is not made available to the County, the Contract may be terminated in whole or in part, or the amount payable to the Consultant may be reduced at the discretion of Department, provided that any such termination or reduction shall not apply to allowable costs incurred by the Consultant prior to such termination or reduction, and provided that money has been

appropriated for payment of such costs. The Consultant's failure to submit, or failure to timely submit, such documentation shall be an Event of Default.

5. Accounting Procedures

- a. The Contractor shall maintain accounts, books, records, documents, other evidence, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract, in accordance with generally accepted accounting principles and with rules, regulations and financial directives, as may be promulgated by the Suffolk County Department of Audit and Control and the Department. The Contractor shall permit inspection and audit of such accounts, books, records, documents and other evidence by the Department and the Suffolk County Comptroller, or their representatives, as often as, in their judgment, such inspection is deemed necessary. Such right of inspection and audit as set forth in subparagraph (b) below shall exist during the Term and for a period of seven (7) years after expiration or termination of the Contract.
- b. The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.

6. Audit

- a. All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to Services. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer. If there is no response, or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under the Contract or any other Fund Source.
- b. The provisions of this paragraph shall survive the expiration or termination of the Contract for a period of seven (7) years, and access to records shall be as set forth in paragraph 31 of Exhibit 1, and paragraph 5(b) of this Article II.

7. Comptroller's Rules and Regulations for Consultant's Agreements

The Contractor shall comply with the "Comptroller's Rules and Regulations for Consultant's Agreements" as promulgated by the Department of Audit and Control of Suffolk County and any amendments thereto during the Term of the Contract. The "Comptroller's Rules and Regulations for Consultant's Agreements" may be viewed online at the County's website. Go to "Government," then "Comptroller," then "Consultant's Agreements."

8. Right to Renegotiate

The Contractor hereby agrees that this Contract may be renegotiated in the event of substantial changes in applicable laws or regulations affecting the Contractor's or the County's obligations under this Contract.

End of Text for Article II

Exhibit 1
County Terms and Conditions

1. Elements of Interpretation

As used throughout the Contract:

a. Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons, and shall include successors and assigns.

b. Capitalized terms used, but not otherwise defined herein, shall have the meanings assigned to them in the Contract.

2. Meanings of Terms

As used in the Contract:

“Comptroller” means the Comptroller of the County of Suffolk.

“Contract” means all terms and conditions herein forming all rights and obligations of the Contractor and the County.

“Contractor” means the signatory person, partnership, corporation, association or other entity, its officers, officials, employees, agents, servants, sub-contractors and any successor or assign of any one or more of the foregoing performing the Services.

“County” means the County of Suffolk, its departments, and agencies.

“County Attorney” means the County Attorney of the County of Suffolk.

“Department” means the signatory department approving the Contract.

“Engineering Services” means the definition of the practice of engineering and the definition of practice of land surveying, as the case may be, under Section 7201 and Section 7203 of the State Education Law, respectively.

“Event of Default” means

a. the Contractor’s failure to perform any duty required of it under paragraphs 4 through 7 of this Exhibit 1 of the Contract; or

b. the Contractor’s failure to maintain the amount and types of insurance with an authorized insurer as required by the Contract; or

c. the Contractor’s failure to maintain insurance required by the Contract with an insurer that has designated the New York Superintendent of Insurance as its lawful agent for service of process; or

d. The Contractor’s failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or

e. The Contractor’s bankruptcy or insolvency; or

f. The Contractor’s failure to cooperate in an Audit; or

g. The Contractor’s falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the County; or

h. The Contractor’s failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or

i. The inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or

j. Any condition the County determines, in its sole discretion, that is dangerous.

“Federal” means the United States government, its departments and agencies.

“Fund Source” means any direct or indirect sum payable to the Contractor by the County pursuant to any lawful obligation.

“Legislature” means the Legislature of the County of Suffolk.

“Services” means all that which the Contractor must do, and any part thereof arising out of, or in connection with, the Contract as described in **Article I** “Description of Services.”

“State” means the State of New York.

“Suffolk County Payment Voucher” means the document authorized and required by the Comptroller for release of payment.

“Term” means the time period set forth on page one of the Contract and, if exercised by the County, the option period.

3. Contractor Responsibilities

a. It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities, and to administer funds received in the interest of the County in accordance with the provisions of the Contract.

b. The Contractor shall promptly take all action as may be necessary to render the Services.

c. The Contractor shall not take any action that is inconsistent with the provisions of the Contract.

d. Services provided under this Contract shall be open to all residents of the County.

4. Qualifications, Licenses, and Professional Standards

a. The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.

b. The Contractor shall continuously have during the Term all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.

5. Notifications

a. The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him or the Contractor to perform the Services.

b. In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the County, but in no event shall such notification be later than five (5) days after a license holder has lost the license required to qualify the license holder or the Contractor to perform the Services.

c. In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

6. Documentation of Professional Standards

The Contractor shall maintain on file, in one location in Suffolk County, all records that demonstrate that it has complied with paragraphs 4 and 5 above. The address of the location of the aforesaid records and documents shall be provided to the County no later than the date of execution of the Contract. Such documentation shall be kept, maintained, and available for inspection by the County upon twenty-four (24) hours notice.

7. Credentialing

a. In the event that the Department, or any division thereof, maintains a credentialing process to qualify the

Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification, or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.

b. The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing.

8. Engineering Certificate

In the event that the Contract requires any Engineering Services, the Contractor shall submit to the County, no later than the due date for submission for approval of any engineering work product, the Certificate of Authorization ("Certificate"), issued pursuant to § 7210 of the New York Education Law, of every person performing any Engineering Services. The failure to file, submit or maintain the Certificate shall be grounds for rejection of any engineering work product submitted for approval.

9. Termination

a. Thirty Days Termination

The County shall have the right to terminate the Contract without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the Contractor is given at least thirty (30) days notice.

b. Event of Default; Termination on Notice

i.) The County may immediately terminate the Contract, for cause, upon such terms and conditions it deems appropriate, in the Event of Default.

ii.) If the Contractor defaults under any other provision of the Contract, the County may terminate the Contract, on not less than five (5) days notice, upon such terms and conditions it deems appropriate.

c. Termination Notice

Any notice providing for termination shall be delivered as provided for in paragraph 33 of this **Exhibit 1**.

d. Duties upon Termination

i.) The Contractor shall discontinue the Services as directed in the termination notice.

ii.) Subject to any defenses available to it, the County shall pay the Contractor for the Services rendered through the date of termination.

iii.) The County shall be released from any and all liability under the Contract, effective as of the date of the termination notice.

iv.) Upon termination, the Contractor shall reimburse the County the balance of any funds advanced to the Contractor by the County no later than thirty (30) days after termination of the Contract. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

v.) Nothing contained in this paragraph shall be construed as a limitation on the County's rights set forth in paragraphs 5(c) and 15 of this **Exhibit 1**.

10. Indemnification and Defense

a. The Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with the Contract.

b. The Contractor hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.

c. The Contractor shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Contract, and any copyright infringement proceeding or action. Alternatively, at the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys' fees or salary costs of County employees of the Department of Law for the defense of any such suit.

11. Insurance

a. The Contractor shall continuously maintain, during the Term of the Contract, insurance in amounts and types as follows:

i.) **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.

ii.) **Automobile Liability** insurance (if any non-owned or owned vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence. The County shall be named an additional insured.

iii.) **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv.) **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per-occurrence or claims-made coverage basis.

b. The County may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (11)(a)(i), (ii), and (iv).

c. All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.

d. The Contractor shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance and certificates, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements.

e. In the case of commercial general liability insurance, and business use automobile insurance, the Contractor shall furnish to the County, prior to the execution of the Contract, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

f. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

g. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.

12. Independent Contractor

The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything herein, the Contract shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

13. Severability

It is expressly agreed that if any term or provision of the Contract, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of the Contract shall be valid and shall be enforced to the fullest extent permitted by law.

14. Merger; No Oral Changes

It is expressly agreed that the Contract represents the entire agreement of the parties and that all previous understandings are herein merged in the Contract. No modification of the Contract shall be valid unless in written form and executed by both parties.

15. Set-Off Rights

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold from

a Fund Source an amount no greater than any moneys due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County Attorney. In cases of set-off pursuant to a Comptroller's audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

16. Non-Discrimination in Services

a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status:

- i.) deny any individual the Services provided pursuant to the Contract; or
- ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or
- iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or
- iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or
- v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Contract.

b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, or have the effect of substantially impairing the Contract with respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, in determining:

- i.) the Services to be provided, or
- ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or
- iii.) the class of individuals to be afforded an opportunity to receive the Services.

17. Nonsectarian Declaration

The Services performed under the Contract are secular in nature. No funds received pursuant to the Contract shall be used for sectarian purposes or to further the advancement

of any religion. The Services will be available to all eligible individuals regardless of religious belief or affiliation.

18. Governing Law

The Contract shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

19. No Waiver

It shall not be construed that any failure or forbearance of the County to enforce any provision of the Contract in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.

20. Conflicts of Interest

The Contractor shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Contract and its private interests. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

21. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of, or in connection with, the Contract.

22. Confidentiality

Any document of the County, or any document created by the Contractor and used in rendering the Services, shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and regulations.

23. Assignment and Subcontracting

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract,

sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 23 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

b. Such Assignment shall be subject to all of the provisions of the Contract and to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Contractor under the Contract shall provide for, or otherwise be construed as, releasing the Contractor from any term or provision of the Contract.

24. Changes to Contractor

a. The Contractor may, from time to time, with the County's consent, enter into a Permitted Transfer. For purposes of the Contract, a Permitted Transfer means:

i.) if the Contractor is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and

ii.) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter),

1. the dissolution, merger, consolidation or other reorganization of the Contractor,

2. the sale or other transfer of twenty percent (20%) or more of the shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise).

b. If the Contractor is a not-for-profit corporation, a change of twenty percent (20%) or more of its shares or members shall be deemed a Permitted Transfer.

c. The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:

i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty

(180) days after the date of delivery of the Transfer Notice;

ii.) a summary of the material terms of the proposed Permitted Transfer,

iii.) the name and address of the proposed transferee,

iv.) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;

v.) all executed forms required pursuant to Exhibit 2 of the Contract, that are required to be submitted by the Contractor; and

vi.) such other information as the County may reasonably require.

d. The County agrees that any request for its consent to a Permitted Transfer shall be granted provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 189 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 33 of this **Exhibit 1** of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such 20-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

e. Notwithstanding the County's consent,

i.) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified, and

ii.) such consent shall not be deemed consent to any further transfers.

25. No Intended Third Party Beneficiaries

The Contract is entered into solely for the benefit of the County and the Contractor. No third party shall be deemed a beneficiary of the Contract and no third party shall have the right to make any claim or assert any right under the Contract.

26. Certification as to Relationships

The Contractor certifies under penalties of perjury that, other than through the funds provided in the Contract and other valid agreements with the County, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the County or its elected officials. The Contractor also certifies that there is no relationship within the third degree of consanguinity, between the Contractor, any of its partners, members, directors, or shareholders owning five percent (5%) or more of the Contractor, and the County.

27. Publications

Any book, article, report, or other publication related to the Services provided pursuant to this Contract shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by the County of Suffolk."

28. Copyrights and Patents

a. Copyrights

If the work of the Contractor should result in the production of original books, manuals, films, or other materials for which a copyright may be granted, the Contractor may secure copyright protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate, or otherwise use any such materials.

b. Patents

If the Contractor makes any discovery or invention during the Term, or as a result of work performed under the Contract, the Contractor may apply for and secure for itself patent protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

29. Arrears to County

The Contractor warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon any debt, contract, or any other lawful obligation, and is not in default to the County as surety.

30. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk

County Code Article II of Chapter 353, as more fully set forth in **Exhibit 2** entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

End of Text for Exhibit 1

31. Record Retention

The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential. Without limiting the generality of the foregoing, records directly related to contract expenditures shall be kept for a period of ten (10) years because the statute of limitations for the New York False Claims Act (New York False Claims Act § 192) is ten (10) years.

32. Certification Regarding Lobbying

Together with this Contract and as a condition precedent to its execution by the County, the Contractor shall have executed and delivered to the County the Certification Regarding Lobbying (if payment under this Contract may exceed \$100,000) as required by Federal regulations, and shall promptly advise the County of any material change in any of the information reported on such Certification, and shall otherwise comply with, and shall assist the County in complying with, said regulations as now in effect or as amended during the term of this Contract.

33. Notice

Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Contractor relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O.

Exhibit 2
Suffolk County Legislative Requirements

NOTE: THE CONTRACTOR'S COMPLETED LEGISLATIVE REQUIRED FORMS REFERENCED HEREIN ARE AVAILABLE ON FILE AT THE COUNTY ATTORNEY'S OFFICE AND THE DEPARTMENT NAMED ON THE SIGNATURE PAGE OF THIS CONTRACT.

1. Contractor's/Vendor's Public Disclosure Statement

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-7 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

Required Form:

Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

This Contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Forms:

Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)."

3. Use of County Resources to Interfere with Collective Bargaining Activities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article I of Chapter 803 of the Suffolk County Code.

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:

Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration - Subject to Audit."

4. Lawful Hiring of Employees Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 353 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the Contract, and whenever a new contractor or subcontractor is hired under the terms of the Contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor – Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. Section 1324a) With Respect To Lawful Hiring of Employees."

Suffolk County Lawful Hiring of Employees Law Form LHE-2; entitled "Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees"

5. Gratuities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The Contractor shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or

of any other Suffolk County Local Law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. Youth Sports

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. Work Experience Participation

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to

perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. Safeguarding Personal Information of Minors

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 20-2013, a Local Law to Safeguard the Personal Information of Minors in Suffolk County.

All contract agencies that provide services to minors are required to protect the privacy of the minors and are strictly prohibited from selling or otherwise providing to any third party, in any manner whatsoever, the personal or identifying information of any minor participating in their programs.

13. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

End of Text for Exhibit 2